

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

John W. Yeager, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ERIE RAILROAD COMPANY

STATEMENT OF CLAIM: That Glen Cowgill, C. J. Lance and Charley Millington be compensated under the provisions of Rule 12 for all services performed outside regular assigned hours on March 31, 1941.

EMPLOYES' STATEMENT OF FACTS: Glen Cowgill, C. J. Lance, Charley Millington, signalmen, assigned to boarding cars stationed at Marion, Ohio, and other employees, were directed by the Signal Supervisor to attend a Safety Meeting at Kent, Ohio, starting at 8:30 A. M., Monday, March 31, 1941. They were required to ride train number 8 leaving Marion at 4:14 A. M., and return on train number 7 arriving at Marion at 8:00 P. M. the same day, a period of fifteen hours and forty-six minutes.

Glen Cowgill, C. J. Lance and Charley Millington were paid at regular rate for regular assigned hours and one-half regular rate for hours outside their assigned working hours.

Other employees attending this meeting were paid in accordance with provisions of Rule 12, reading as follows:

"The hourly rates named herein are for an eight (8) hour day. All service performed outside of the regularly established working period shall be paid for as follows:

"Overtime hours either prior to or continuous with regular working period shall be computed on the actual minute basis and paid for at the rate of time and one-half.

"Employees will not be required to work more than ten (10) hours without being permitted to take a second meal period. Such second meal period will be paid for and shall not be in excess of thirty (30) minutes."

Rule 13 reads as follows:

"Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of two hours at the overtime rate; if held longer than two hours they will be paid at the overtime rate computed on the actual minute basis. The time of employees so notified will begin at the time required to report and end when released. The time of employees so called will start when they report and end at the time they return to designated point at home station."

4. Attention of the Third Division is directed to findings by them in their Award No. 483, interpreting the intent of Rule 16 and drawing comparison between its application and proper application of Rule 12.

OPINION OF BOARD: This is a claim of the Brotherhood that Glen Cowgill, C. J. Lance and Charley Millington are entitled to compensation at the rate of time and one-half for services performed outside of regular assigned hours on March 31, 1941.

These men were covered by the prevailing Agreement with the Carrier. Their home station was boarding cars then located at Marion, Ohio. They were a part of a regularly assigned gang which moved from place to place on the lines of the Carrier as needed and directed, in general, in the construction and maintenance of interlocking plants, signaling devices and equipment. The home station was moved as the needs of the service required.

On the day in question these men were required by the Carrier to attend a safety conference at Kent, Ohio. They were paid for a full eight-hour day at the regular rate and were paid one-half the regular rate for the additional waiting and traveling time to and from the conference. They claim that they are entitled to one and one-half times the regular rate for waiting and traveling time.

The issues have been narrowed to the point of requiring the Division to decide only the question of whether or not signal employees assigned to boarding cars as home station, who are regularly assigned with a gang to the performance of services in general in the construction and maintenance of interlocking plants, signaling devices and equipment with removal of the home station as the needs of the service require, are employees **regularly assigned to perform road work** within the meaning of Rule 16.

The same question was decided in Docket SG-1886, Award 1850, and the reasoning and conclusions there are adopted here by reference, as controlling.

The claim should be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim has not been sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 18th day of June, 1942.